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SEP 23 2013
Dav. Co. Chancery Court

IN THE CHANCERY COURT FOR DAVIDSON COUNTY, TENNESSEE AT NASHVILLE

RALPH MCADAMS III	)
	)
Plaintiff	)
	)
v.	)
	)
PARTIES UNKNOWN	)
	)
Defendants	)

FO-9

Docket No. 13-971-II

FILED
2013 OCT 16 PM 2:33
CLERK & MASTER
DAVIDSON CO. CHANCERY CT.

ORDER TO APPROVE SALE AND CLOSING

Plaintiff Ralph McAdams III filed his Verified Complaint to Quiet Title with this Court on July 5, 2013, and subsequently gave proper notice to possible defendants by publication. Receiving no response, Plaintiff filed his Motion to Approve Sale and Closing on August 22, 2013, which Motion was heard on September 13, 2013. No Defendant objected or in any way responded to Plaintiff's Motion. Plaintiff stated the following factual basis as the grounds for granting his motion.

1. A legitimate offer has been made for the purchase and sale of the Property.

2. Plaintiff believes the sale price to be the fair market value of the property.

3. Defendants have been served by publication.

4. No defendant has come forward to make a claim on the property at any point either prior to or subsequent to Plaintiff's Quiet Title action.

5. After a diligent search of the public records, the Plaintiff is unable to locate a vesting deed for the property showing the purchase of the Property by Ona Lee Reavis, leaving title uninsurable due to such lack of a vesting deed. However, the public record contains other evidence that Plaintiff's grandmother, Ona Lea Reavis, owned the Property, and that the Property is now rightfully owned by Ralph McAdams III, Lori Edwards and Christian Smith, which evidence is described below.

6. A divorce decree filed at Book 168, Page 2647, Register's Office for Davidson County, Tennessee vests title to the Property in Ona Lee Reavis.

7. The Davidson County Trustee and the Metropolitan Planning Department still lists the owner of the Property as Ona Lee Reavis. She is listed as the owner of the property every year as far back as online records are available, which is 1994.

BILL GARRETT, Davidson County
Trans:T20130101581 ORDER
Recvd: 12/03/13 15:30 8 pgs
Fees:42.00 Taxes:0.00
20131203-0123247

8. Ona Lee Reavis died in December 31, 2004. Had Harry Lewis Reavis, Jr. survived her, he would have been her only heir. Harry Lewis Reavis, Jr. had three children, Christian Smith, Ralph M. McAdams, III and Lori N. Edwards.

9. Harry Lewis Reavis, Jr. died on December 12, 2004, leaving a will. Because Harry Lewis Reavis, Jr. predeceased Ona Lee Reavis, his heirs do not inherit the property through his will, but this fact is submitted as further evidence of the identity of his heirs.

10. The Last Will and Testament of Harry Lewis Reavis, Jr. (the "Will") stated that he had three (3) children, Christian Smith, Ralph M. McAdams, III and Lori N. Edwards.

11. The Will stated that all property, real and personal, remaining after the payment of any debts, would be distributed to the three children.

12. Letters Testamentary were issued to Ralph McAdams III by the Seventh Circuit Court of Davidson County, Tennessee on February 11, 2005.

13. Plaintiff states that he, Christian Smith and Lori N. Edwards are the only surviving direct descendants of Ona Lee Reavis.

Based upon the Plaintiff's Motion and the record therein, the Court finds that the Plaintiff's Motion to Approve Sale and Closing is GRANTED.

THEREFORE, IT IS ORDERED ADJUDGED AND DECREED THAT:

1. The real property located at 2009 Franklin Avenue, Nashville, TN 37206, and described by the recent survey description set forth on Exhibit A was owned in fee simple by Ona Lee Reavis at the time of her death.

2. Ralph McAdams III, Christian Smith and Lori N. Edwards are the only surviving descendants and heirs at law of Ona Lee Reavis and are the fee simple owners of the Property, in whom title is vested.

3. The sale of the property to Candace Avery per the contract attached as Exhibit B is hereby approved.

4. The proceeds of such sale shall be distributed among Plaintiff and the other heirs described above, Lori Edwards and Christian Smith.

5. Costs of this action are taxed to the Plaintiff for which execution may issue.

SO ORDERED, this the ____ day of September, 2013.

Carol L. McCoy

HON. CAROL L. MCCOY, CHANCELLOR

I HEREBY CERTIFY THAT THIS IS A TRUE COPY
OF ORIGINAL INSTRUMENT FILED IN MY OFFICE.
THIS 27th DAY OF November, 2013
CRISTI [illegible], CLERK & MASTER
BY _____ DEPUTY

[illegible] COURT [illegible] NASHVILLE, TN

RECEIVED
OCT 0 8 2013
Dav. Co. Chancery Court

Respectfully Submitted,

Steven T. Morris, Attorney at Law #22947
202 South 11th Street
Nashville, TN 37206
(615) 650-5100

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing NOTICE TO RESET HEARING, as well as the MOTION TO APPROVE SALE AND CLOSING (attached as Exhibit A) and the VERIFIED COMPLAINT TO QUIET TITLE (attached as Exhibit B) have been mailed by U.S. Mail, postage prepaid, to

Ralph McAdams III
1257 Old Dickerson Pike
Goodlettsville, TN 37072

Lori Edwards
608 Louise Street
Columbia, TN 38401

Christian Smith
117 Luna Lane
Hendersonville, TN 37075

this 8th day of October 2013.

Steven T. Morris

EXHIBIT A

SURVEYORS' DESCRIPTION
ONA LEE REAVIS
2009 FRANKLIN AVENUE
NASHVILLE, DAVIDSON COUNTY, TENNESSEE
PROPERTY MAP 083-06, PARCEL 201.00

A tract of land in the First Civil District, Nashville, Davidson County, Tennessee as described according to a survey by Daniels & Associates, Inc. dated 05/16/2013, Project Number 13-021 (Gregory E. Daniels, TN R.L.S. #1489) and being more particularly described as follows:

Commencing at a point at the northeasterly corner of the intersection of Franklin Avenue (40' R/W) and Scott Avenue (50' R/W) and proceeding:

1. With the northerly right-of-way of Franklin Avenue (40' R/W) in an easterly direction 200 feet more or less to an iron pin set at the southeasterly corner of Arthur Williams, et ux of record in Deed Book 5381, page 331 R.O.D.C. TN, the true point of beginning of the herein described tract; thence,

2. Leaving said northerly right-of-way of Franklin Avenue and with the easterly boundary of said Arthur Williams, et ux N 07deg00'24" E 151.21 feet to an iron pin set on the southerly boundary of Larry Phillips of record in Deed Book 8027, page 388 R.O.D.C. TN; thence,

3. With said southerly boundary of Larry Phillips S 82deg59'36" E 50.00 feet to an iron pin set on the westerly boundary of Rocky Thompson, et ux of record in Deed Book 7604, Page 808 R.O.D.C. TN; thence,

3. With said westerly boundary of Rocky Thompson, et ux S 07deg00'24" W 151.21 feet to an iron pin set on the northerly right-of-way of Franklin Avenue; thence,

4. With said northerly right-of-way of Franklin Avenue N 82deg59'36" W 50.00 to the point of beginning.

Containing 7561 square feet or 0.17 acres more or less.

\13-021.des
May 16, 2013

EXHIBIT B

AMENDMENT 1 TO CONTRACT FOR SALE OF REAL ESTATE

March 9, 2013

Whereas, Ralph McAdams, Lori Edwards and Christian Smith ("Sellers") and Candace Avery ("Buyer") have entered into that certain Contract for Sale of Real Estate dated February 8, 2013 relating to the real property located at 2009 Franklin Avenue, Nashville, TN 37206; and

Whereas, Sellers and Buyer desire to extend the closing date of the contract to September 30, 2013.

Now, therefore, be it resolved that the closing date of the contract is extended to September 30, 2013.

SELLERS:

Ralph McAdams

Lori ~~Edwards~~ Pickard

Christian Smith

BUYER:

Candace Avery

PURCHASE AND SALE AGREEMENT

RALPH MCADAMS CHRISTIAN SMITH LORI EDWARDS

1. This agreement is made this 8th day of ~~August~~ FEBRUARY, 2013 between _____, as Seller, and CANDACE AVERY, or its assigns, as Buyer.

2. The Property. Seller agrees to sell and buyer agrees to buy the following described real property together with all improvements and fixtures, and any personal property described below (the "Property"):

2009 FRANKLIN AVENUE, NASHVILLE, TN 37206

3. Contingencies. ~~This agreement is subject to and contingent upon Buyer obtaining financing satisfactory to Buyer.~~ The Buyer has the right to make an inspection of the Property. Seller shall grant Buyer access to the Property for conducting any inspections Buyer requires. If Buyer determines that the condition of the Property is not acceptable to the Buyer for any reason, Buyer may terminate this Agreement.

4. Purchase Price. The purchase price is $166,000.00 and shall be paid to the Seller at closing.

5. Closing Date & Transfer of Title. This transaction shall close on or before MARCH 31, 2013 (the "Closing Date"). Closing will be held at Wagon Wheel Title, and Seller agrees to transfer free and clear marketable title. ~~Seller agrees to pay for title insurance in the amount of the purchase price, showing no encumbrances or exceptions other than as may be accepted by the Buyer.~~ Buyer will pay all closing costs.

6. Prorations, Impounds & Security Deposits. Property taxes, rents and any other applicable items shall be pro-rated as of the Closing Date. Any security deposits and tenant escrows shall be transferred to Buyer at closing.

7. Damage to Property. Seller shall maintain the Property in its current condition and keep it insured against all loss until the Closing Date. In the event of destruction covered by insurance, Buyer may elect to close and collect the insurance proceeds.

8. Defaults. If Seller defaults, Buyer may pursue all remedies allowed by law and Seller agrees to be responsible for all costs incurred by Buyer as a result of Seller's default.

9. Successors and Assigns. The terms and conditions of this agreement shall bind all successors, heirs, administrators, trustees, executors and assignees of the respective parties.

10. Additional Terms and Conditions. _____

Buyer

Candace Avery

Name: CANDACE AVERY

Seller

Ralph McAdams III

Name: RALPH MCADAMS

Lori N. Edwards

LORI EDWARDS

Christian Smith

CHRISTIAN SMITH